

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of an Agreement Negotiated by
BellSouth Telecommunications, Incorporated d/b/a
AT&T South Carolina and Nextel Communications,
Incorporated Pursuant to Sections 251, 252 and 271
of the Telecommunications Act of 1996

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET/NDI

NUMBER: 1997 - 349 - C

2007-255-C

COPY

Posted: led

Dept: SA

(Please type or print)

Submitted by: Patrick Turner Date: 2/5/09

SC Bar Number: 6566

Address: Suite 5200 Time: 3:05

Telephone: 803-401-2900

1600 Williams Street

Fax:

Other:

Email: patrick.turner@bellsouth.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition

☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input checked="" type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Administrative Matter	<input checked="" type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

RECEIVED

FEB 05 2009

PSC SC
DOCKETING DEPT.



Jeanette B. Mattison
Paralegal

Legal Department
1600 Williams Street, Suite 5200
Columbia, SC 29212

T: 803.401.2901
F: 803.254.1731
jeanette.mattison@att.com
www.att.com

COPY

February 5, 2009

Ms. Jocelyn Boyd, Deputy Clerk
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

Posted: _____

Dept: _____

Date: _____

Time: _____

Re: Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc.
d/b/a AT&T South Carolina and Nextel South Corp. pursuant to Sections 251 and
252 of the Telecommunications Act of 1996
Docket No. 97-349-C

Dear Ms Boyd:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc., d/b/a AT&T South Carolina ("AT&T") and Nextel South Corp. ("Nextel South") submit to the South Carolina Public Service Commission their Interconnection Agreement for, among other things, the interconnection of their networks, the unbundling of specific network elements and the resale of AT&T's telecommunications services. The agreement was negotiated pursuant to Sections 251 and 252 of the Act and also may contain terms and conditions for products and services voluntarily agreed to by the parties outside the scope of Sections 251 and 252 of the Act.

Pursuant to Section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between AT&T and Nextel South within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exists as to the agreement they have negotiated and that the Commission should approve their agreement.

As a courtesy, a copy of this amendment is being provided to the Office of Regulatory Staff.

Very truly yours,

Jeanette B. Mattison
cc : James E. McDaniel
729147

RECEIVED

FEB 05 2009

PSC SC
DOCKETING DEPT.



at&t

WHOLESALE AGREEMENT

Customer Name: Nextel South Corp.

Nextel South Corporation adoption of Sprint in SC	2
Nextel AdoptionPapers SC	3
Nextel SC sig pg	5
Nextel Adop SC Exhibit 1	6

CLEC Agreement with:
Nextel South Corp.

AGREEMENT

This Agreement, which shall be considered effective as of October 22, 2008 ("Effective Date"), and is entered into by and between Nextel South Corp. ("Nextel South"), a Delaware corporation on behalf of itself and BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T South Carolina"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, Nextel South has requested that AT&T South Carolina make available the interconnection agreement in its entirety between AT&T South Carolina and Sprint Communications Company Limited Partnership, Sprint Communications Company, L.P. and Sprint Spectrum L.P. dated January 1, 2001 for the State of South Carolina ("2001 AT&T South Carolina/Sprint Agreement").

WHEREAS, PURSUANT TO South Carolina Public Service Commission Order in Docket No. 2007-255-C dated October 22, 2008, for purposes of this Agreement, Nextel South has adopted the 2001 AT&T South Carolina/Sprint Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Nextel South and AT&T South Carolina hereby agree as follows:

1. As of the Effective Date of this Agreement, Nextel South adopts in its entirety the 2001 AT&T South Carolina/Sprint Agreement and any and all amendments to said agreement executed and approved by the South Carolina Public Service Commission as of the Effective Date of this Agreement. The 2001 AT&T South Carolina/Sprint Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Exhibit 1 – 2001 AT&T South Carolina/Sprint Agreement including Amendments	1176
TOTAL	1180

CAROLINA

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AT&T South Carolina/NEXTEL SOUTH CORP.

2. In the event that Nextel South consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Nextel South under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2.1, Part A of the General Terms and Conditions of the 2001 AT&T South Carolina/Sprint Agreement.

4. Notice to the parties as may be required under the terms of the 2001 AT&T South Carolina/Sprint Agreement shall be provided as follows to:

AT&T South Carolina

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Four AT&T Plaza
Dallas, TX 75202-5398
Facsimile: 214-464-2006

Nextel South Corp.

Sprint/Nextel
Manager, ICA Solutions
6330 Sprint Parkway
Mailstop: KSOPHA0310-3B268
Overland Park, KS 66251
Phone 913-762-4847 (overnight mail only)

Manager, ICA Solutions
P.O. Box 7954
Shawnee Mission, KS 66207-0954

With a copy to:

Sprint/Nextel
Legal/Telecom Management Privacy Group
6450 Sprint Parkway
Mailstop: KSOPHN0312-3A318
Overland Park, KS 66251
Phone 913-315-9762 (overnight mail only)

Legal/Telecom Management Privacy Group
P.O. Box 7966
Overland Park, KS 66207-0966

INTERCONNECTION ADOPTION AGREEMENT/AT&T SOUTH CAROLINA

Page 3 of 4

AT&T South Carolina/NEXTEL SOUTH CORP.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.,
d/b/a AT&T South Carolina by AT&T
Operations, Inc., its authorized agent
By: Eddie A. Reed, Jr.

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 1-27-09

Nextel South Corp.

By: Craig Cowdon

Name: Craig Cowdon

Title: ~~VP~~ VP, Interconnection
Solutions

Date: 1/13/09

EXHIBIT 1

2001 AT&T SOUTH CAROLINA/SPRINT AGREEMENT

**This Interconnection Agreement Is Currently On File With The Commission And Can Also
Be Found Via The Following Web Site Address:**

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf